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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



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June 09, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT WITH PUBLIC HEALTH
FOUNDATION ENTERPRISES FOR THE COMMUNITY CLINIC PHASE II
PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of an Amendment to the Project Management and Technical Services Agreement with Public Health Foundation Enterprises, Inc., to extend the term for the period July 1, 2015 through June 30, 2016, for the continued provision of project management, development, and implementation services for the Community Clinics Phase II Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-705292 with Public Health Foundation Enterprises, Inc. (PHFE), effective upon Board approval to extend the Agreement term for the period of July 1, 2015 through June 30, 2016, for the continued provision of project management and technical services for the Community Clinics Phase II (Phase II) Project, with an option to further extend the term for an additional six (6) months, on a month-to-month basis if necessary, through December 31, 2016, with no increase to the maximum obligation.
2. Delegate authority to the Director, or his designee, to amend the Agreement

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 OF JUNE 9, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

to exercise the extension option and to extend the term on a month-to-month basis through December 31, 2016, with no increase to the maximum obligation, subject to review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to execute future amendments to the Agreement to: increase the maximum obligation by no more than 10% to make adjustments in project tasks and deliverables, project budget categories, and other project scope adjustments as needed, subject to prior review and approval by County Counsel and notification to the Board and the (CEO).

4. Delegate authority to the Director or his designee, to execute future amendments to the Agreement to a) revise or incorporate provisions consistent with all applicable State and/or federal law and regulations, County Ordinances and Board policy; and b) make appropriate changes to the Agreement to improve operational efficiencies, add clarity, and/or correct errors and omissions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

Recognizing the need for access to clinical and administrative information at the point of care is essential to the provision of seamless healthcare delivery across the broad geography of Los Angeles County. The Los Angeles County Department of Health Services (DHS) developed and implemented, in 2007, a continuity of care record known as the Encounter Summary Sheet (ESS). The ESS provided a patient history of aggregated data from across DHS and Community Partners (formerly referred to as Public-Private Partners) via a web-accessible platform. The ESS included administrative and clinical information, such as diagnostics and frequency of visits, procedures performed, past and future appointments and a history of DHS dispensed medications for patient coordination of care and treatment, but was initially only accessible to clinicians at DHS facilities.

In 2008, Health-e-LA, a public/private collaborative of healthcare plans and providers, healthcare associations, and public agencies dedicated to developing an infrastructure for multi-organizational electronic exchange of clinical healthcare information for treatment purposes throughout the County, received \$1.3 million in funding from Pacific United to begin a multi-phase effort to enhance the ESS. This involved developing interfaces between an initial number of Community Partners' disease management programs and the DHS enterprise data repository. Data from both DHS and the Community Partners would be made available within a 24-48 hour period along with some commonly used laboratory results. PHFE was the fiscal sponsor for the grant and was engaged by Health-e-LA to provide the project oversight services, purchase of software and hiring of technical staff for the implementation. Health-e-LA subsequently transferred its oversight responsibilities to the Los Angeles Network for Enhanced Services (LANES) Board of Directors.

With the Board's approval, DHS entered into the current Agreement with PHFE in 2011, for a three-year period, for fiscal intermediary and project management services associated with the ESS, and to complete the second phase of implementation of the enhanced ESS for the remaining Community Partners. That is - migration to a Countywide health information exchange (HIE) utilizing the LANES HIE infrastructure integrated with the LANES Health Data Highway Project, at a projected cost of \$1.5 million. As the Phase II project relies on the LANES HIE infrastructure, the implementation of Phase II is heavily reliant on the overall progress of the LANES HIE.

The DHS informed the Board at about this time last year that LANES had achieved a Technical Go-Live and proof-of-concept of the HIE system and as part of Phase II the LANES Board had engaged Gartner consulting to conduct and evaluate the proof-of-concept system infrastructure. Gartner identified a set of technical architectural modifications that would optimize performance of the LANES HIE solution and facilitate adoption by health care providers in the use of near real-time clinical encounter information. In response, the Board authorized the DHS to extend this Agreement for up to one additional year, through June 30, 2015.

Over the last 12 months, the LANES Board undertook a series of careful assessments to ensure that investments made in the HIE, including the Phase II project, are optimally leveraged to meet the comprehensive needs of patients in the Los Angeles County safety-net. The outcome of the assessments include an improved technology platform that will allow for the exchange of clinical information between the LANES planned participants at a higher level of performance and a lower overall cost. LANES also performed testing of clinical data exchange with DHS facilities, secured pro-bono legal services from Foley & Lardner to provide counsel on vendor contract negotiations, the data participation agreement, and other related matters, and continued to develop a business plan.

With the implementation of the Affordable Care Act (ACA) and the dramatic increase in managed care within the safety-net, the need for HIE between clinical organizations has become even more crucial to ensure safe and timely health care delivery and care-coordination. Therefore, within the next 12 months, LANES plans to finalize an agreement with an HIE technology vendor and will operationalize clinical data exchange with encounter notification services for safety-net clinical providers including County Departments, Community Partners, community hospitals, and health plans.

Recommendations

Approval of the first recommendation will allow the Director to execute an Amendment, substantially similar to Exhibit I, with PHFE to extend the term of the Agreement through June 30, 2016 to continue project management, development, and implementation services for the project. The Agreement currently will expire June 30, 2015.

Approval of the second recommendation will allow the Director to exercise the option to further extend the term of the Agreement up to an additional six months, if necessary, through December 31, 2016, allowing PHFE additional time to complete the Phase II project.

Approval of the third recommendation will allow DHS to make adjustments in project tasks and deliverables, program budget categories, and other project scope adjustments to adapt to requirements identified jointly by the DHS and the CEO over the remaining course of the project. This will enable leveraging of funding and technology improvement opportunities through the LANES and operational changes resulting from the restructuring of the ambulatory care system and health care operations in the County. This will accommodate further development of a Countywide health information exchange, revise or incorporate provisions with all applicable State and/or federal law and regulations, County Ordinance and Board policy, and make appropriate changes to correct errors or omissions. This will allow DHS to work with PHFE and the LANES Board to ensure the project is able to pursue changes in technology and implement the project at the lowest cost.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

During the extension period, there is no anticipated increase to the Agreement maximum obligation, and therefore no fiscal impact.

Funding is included in the DHS Fiscal Year 2015-16 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement may be terminated for convenience by the County upon 10 days prior written notice. The Agreement includes all Board of Supervisors' required provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On May 17, 2011, the Board approved the current Agreement with PHFE. PHFE received an initial grant to implement the Phase I Project with the CPs and continues to be the project manager on the Phase II Project and the LANES HIE.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure completion of the Phase II Project, improve data collection and sharing across the service delivery system, and accelerate the speed of patient information availability to providers to improve health care treatment and health care operation outcomes, reduce costs and duplication of diagnostic testing and increase patient satisfaction.

The Honorable Board of Supervisors

6/9/2015

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Respectfully submitted,

A handwritten signature in black ink, reading "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:ls

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Agreement No.: H-705292

AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
FOR PROJECT MANAGEMENT AND TECHNICAL SERVICES

Amendment No. 7

THIS AMENDMENT is made and entered into this _____ day of
_____, 20____,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.
(hereafter "Contractor")
12801 Crossroads Parkway South
Suite 200
City of Industry, CA 91746

WHEREAS, reference is made to that certain document entitled Agreement By and Between County of Los Angeles and Public Health Foundation Enterprises, Inc., for Project Management and Technical Services, dated May 17, 2011, and further identified as Agreement No. H-705292, and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the current term effective upon Board approval for the period of July 1, 2015 through June 30 2016 with an option to further extend an additional six months under delegated authority through December 31, 2016 and to provide for the other changes set forth herein; and

WHEREAS, both parties acknowledge that Exhibit A, Health e-LA, Los Angeles County Safety Net Health Information Exchange Project, Work Plan Phase Two was erroneously identified as Attachments 2 and 3 in previous Amendments; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. This Agreement is hereby amended to delete Sub-paragraph 4.1 of Paragraph 4.0, Term of Agreement, in its entirety and replace it as follows:

“4.1 The term of this Agreement shall commence on May 17, 2011 through June 30, 2016. The Agreement may be extended on a month-to-month basis for no more than six (6) months through December 31, 2016.”

3. Exhibit A, Health e-LA, Los Angeles County Safety Net Health Information Exchange Project, Work Plan Phase Two, will be amended by deleting the Work Plans identified as Attachments 2 and 3 in their entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.
4. Agreement, Exhibit B-4, Community Clinic Phase II Project Budget, shall be deleted in its entirety and replaced with Exhibit B-5, attached hereto and incorporated herein by reference.
5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
Eva Vera-Morrow, Principal Deputy
County Counsel

**Community Clinic Phase II Project
Work Plan**

OBJECTIVE #1: Provide project management, technical, and fiscal services to LANES and Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
1a	Project Management	<ul style="list-style-type: none"> Provide a Project Manager to support LANES and the Phase II project 	PHFE
1b	Technology Vendors	<ul style="list-style-type: none"> Establish agreements with technology vendors in support of the LANES and Phase II project goals 	PHFE
1c	Fiscal Intermediary Services	<ul style="list-style-type: none"> Provide fiscal and contract administration services for LANES and the Phase II project, including payment of invoices, financial reporting, banking, agreement preparation, and other related services 	PHFE
OBJECTIVE #2: Deploy LANES to Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
2a	Identify Phase II Clinics	<ul style="list-style-type: none"> Collect HIT profiles on potential Phase II clinics to identify EHRs in use and ability to interface Prioritize roll-out based on ability to interface and available resources 	CCALAC/ LANES
2b	Develop marketing strategy for LANES geared towards Phase II clinics	<ul style="list-style-type: none"> Identify use cases Develop FAQ documentation Develop presentation materials 	CCALAC/ LANES
2c	Promote and market LANES to the Phase II Clinics	<ul style="list-style-type: none"> Leverage existing CCALAC roundtables to present on values of participating in LANES Leverage marketing materials 	CCALAC
2d	Execute new Business Associate Agreements (BAA) for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on BAA Continued follow-up to obtain signatures 	CCALAC
2e	Work with Phase II IT staff to complete a workflow and technical readiness assessment for the use of LANES for each Clinic	<ul style="list-style-type: none"> Completed IT assessment of minimal requirements for LANES 	CCALAC
2f	Execute new Data Participation Agreements (DPA) for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on DPA 	CCALAC

COMMUNITY CLINIC PHASE II PROJECT WORK PLAN

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		<ul style="list-style-type: none"> Continued follow-up to obtain signatures 	
2g	Engage with one NextGen Clinic to pilot rollout of LANES	<ul style="list-style-type: none"> Based on workflow and technical assessment and cooperation level to date, select a NextGen clinic to pilot LANES Seek clinic leadership buy-in to provide resources for training and deployment. Document successes and areas for improvement in pilot 	CCALAC
2h	Develop rollout plan for remaining clinics	<ul style="list-style-type: none"> Develop checklist and training packet for use during each clinic go-live 	CCALAC/ LANES
2i	Roll-out to remaining clinics using a phased-in approach	<ul style="list-style-type: none"> Training on the use of LANES Username and passcodes provided for appropriate staff for all Phase II clinics Go-Live 	CCALAC/ LANES
OBJECTIVE #3: Establish Connection Between LANES, DHS, and Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
3a	Get interface specifications and interface pricing on Phase II clinic host systems	<ul style="list-style-type: none"> Pricing secured Interface specifications received by LANES 	LANES
3b	Obtain sample and test messages from Phase II clinic host systems	<ul style="list-style-type: none"> Sample messages received and validated by LANES from Phase II clinics 	LANES
3c	Confirm interface specification between Mirth and DHS EDR	<ul style="list-style-type: none"> Specifications confirmed by all parties 	LANES, DHS
3d	Develop interface from Mirth root server to DHS EDR	<ul style="list-style-type: none"> Interfaces developed to include: scheduling, demographics, lab, and encounter data as available from clinics Testing process successfully implemented Live data feeds turned on to DHS EDR 	LANES, DHS

Public Health Foundation Enterprises
Community Clinic Phase II Project Budget
Contract Term: May 17, 2011 through June 30, 2016

Item	Budget
Contracts	
Project Manager	\$ 463,525
Community Clinic Outreach	100,000
Technical Project Lead and Development Lead	258,400
Interface Analysis and Testing	469,466
Interface Software and Services	160,240
i2i Interface Maintenance Fee	35,280
Mirth Data Exchange Platform and Equipment	148,451
Mirth Match Algorithm Tuning	32,956
Technical Assessment Consultant	175,000
Subtotal Contracts	\$ 1,843,318
Indirect Costs	\$ 156,682
Total Budget	\$ 2,000,000